

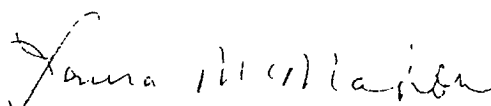
AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE REPUBLIC
OF ARGENTINA
FOR
INFORMATION ASSURANCE RESEARCH COLLABORATION

(Short Title Information Assurance Agreement)

CERTIFICATION OF AUTHENTICITY

I hereby certify this to be a true certified copy of both the English and Spanish-language Agreement Between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Argentina for Information Assurance Research Collaboration

The Office of the Deputy Assistant Secretary of the Army for Defense Exports and Cooperation, Armaments Cooperation Division, maintains custody of a signed copy of the Agreement

A handwritten signature in black ink, appearing to read "Laura McMahon", is written over the printed name.

LAURA MCMAHON
DEPUTY, INTERNATIONAL AGREEMENTS

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	3
I	DEFINITIONS	4
II	OBJECTIVE	7
III	SCOPE OF WORK	8
IV	MANAGEMENT	10
V	FINANCIAL PROVISIONS	13
VI	CONTRACTING PROVISIONS	15
VII	WORK SHARING	17
VIII	PROJECT EQUIPMENT	18
IX	DISCLOSURE AND USE OF PROJECT INFORMATION	19
X	CONTROLLED UNCLASSIFIED INFORMATION	23
XI	VISITS TO ESTABLISHMENTS	24
XII	SECURITY	25
XIII	THIRD PARTY SALES AND TRANSFERS	26
XIV	LIABILITY AND CLAIMS	28
XV	CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES	29
XVI	SETTLEMENT OF DISPUTES	30
XVII	LANGUAGE	31
XVIII	AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION	32
ANNEX A	INVENTORY OF PROJECT EQUIPMENT TRANSFERS	35

PREAMBLE

The Department of Defense of the United States of America (DoD) and Ministry of Defense of the Republic of Argentina (MOD), hereinafter referred to as the "Parties"

Having a common interest in defense,

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipments,

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Having a mutual need for the development of Information Assurance to satisfy common operational requirements, and

Recognizing the benefits of research collaboration proposed in the Profile Based Intruder Classification and Identification System technical proposal and project charter developed during preliminary discussions

Have agreed as follows

ARTICLE I

DEFINITIONS

The Parties have agreed upon the following definitions for terms used in this Agreement

ARL	U S Army Research Laboratory
Background Information	Information not generated in the performance of the Project
CITEFA	Instituto de Investigaciones Cientificas y Tecnicas para la Defensa
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking This Information may be in oral, visual, magnetic or documentary form or in the form of equipment or technology
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Parties Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration
Contracting Agency	The entity within the governmental organization of a Party, that has authority to enter into, administer, or terminate Contracts
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, or terminate Contracts
Contractor	Any entity awarded a Contract by a Party's Contracting Agency
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support Contract that prohibits those persons from using Information received under the Contract for any purpose other than those authorized under this Agreement
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable

	national laws or regulations It could include Information that has been declassified but remains controlled
Defense Purposes	Manufacture or other use in any part of the world by or for the Armed Forces of either Party
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Agreement
Foreground Information	Information generated in the performance of the Project.
Honeypots	Closely monitored information system hosts used to attract intrusion attempts
Information	Any Information provided by the Parties or their contractors, generated in, or used in this Project regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, computer software (including source code and object code), designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection
Information Assurance	Measures that protect and defend Information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation Information Assurance includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities
Intellectual Property	All copyright and related rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed information (including trade secrets and know how), layout designs of integrated circuits, geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields unique to this Project
Party	A signatory to this Agreement represented by its military or civilian personnel Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement
Patent	Grant by a government of the right to exclude others from making, using, or selling an invention The term refers to any and all

patents including, but not limited to, patents of implementation, improvement or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.

Project	The Information Assurance collaborative work conducted under this Agreement
Project Equipment	Any material, equipment, end item, subsystem, component, special tooling, or test equipment jointly acquired or provided for use in the Project
Project Invention	Any invention or discovery formulated or made (conceived or "first actually reduced to practice") in the course of work performed under a Project. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, or the operability of an invention for its intended purpose and in its intended environment.
Prospective Contractor	Any entity that seeks to enter into a Contract awarded by a Party's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information under the laws applicable to the Contracting Agency.
Red Teams	Individuals authorized by an organization to conduct independent, interdisciplinary simulated threat-based attacks of real or potential adversaries in order to expose and exploit vulnerabilities as a means of improving the security posture of information systems of that organization. These individuals could be Contractor Support Personnel.
Third Party	A government other than the Government of a Party and any person or other entity whose government is not the Government of a Party.

ARTICLE II

OBJECTIVE

2.1 Military forces have become heavily dependent on networked systems for their command, control and communication, intelligence, and critical weapons systems performance. This Agreement is intended to enable joint development of software products that shall enhance the ability of networked information systems to detect, classify, and neutralize unfriendly intrusions. The objective of this Agreement is to conduct jointly a collaborative research project to

2.1.1 Develop Information Assurance software with the capability to detect, classify, and identify intruders to networked information systems,

2.1.2 Close key Information Assurance capability gaps, specifically

2.1.2.1 inadequate, persistent, automated indications and warning,

2.1.2.2 attack sensing and warning capabilities

2.1.3 Improve the capabilities of networked information systems to characterize a cyber attack and attribute its source

2.2 The Project shall consist of three phases: data collection and algorithm assessment, profile development and initial prototype development, and prototype evaluation and final development

ARTICLE III

SCOPE OF WORK

3.1 The overall work to be undertaken under this Agreement is as follows

- 3 1 1 Phase I, Data Collection and Algorithm Assessment. The Parties shall initiate collaboration and develop detailed planning of the Project phases, collect intruder data via Honeypots from both hackers and Red Teams, and develop a suite of identification algorithms. The duration of Phase I shall be six (6) months.
- 3 1 2 Phase II, Profile Development and Initial Prototype Development. The Parties shall use the collected data and suite of algorithms to build the intruder profile model and classification scheme. The duration of Phase II shall be twelve (12) months.
- 3 1 3 Phase III, Prototype Evaluation. The Parties shall refine the classification and identification system, develop a user interface, and evaluate the system effectiveness. The duration of Phase III shall be twelve (12) months.

3.2. The work allocation is shown in the following table

		DoD	MOD
3 2 1.	Phase I - Data Collection and Algorithm Assessment		
3 2 1 1	Develop and build a test system to simulate a real networked information system		X
3 2 1 2	Assess the system by monitoring its performance during controlled attacks by Red Teams and by connecting the system to the Internet for uncontrolled attacks		X
3 2 1 3	Develop initial suite of basic algorithms to classify and identify intruders		X
3 2 1 4	Develop a collected database of captured attacks		X
3 2 1 5	Jointly evaluate (using the technical teams) the Effectiveness of the algorithms	X	X
3 2 1 6	DoD and MOD technical experts to collaborate to formulate desired capabilities and performance characteristics of an initial suite of classification and identification algorithms	X	X
3 2 1 7	Make recommendations to the Steering Committee (SC) concerning continuation of the Project into Phase II	X	X
3 2 1 8	Prepare interim report	X	X

3 2 2	Phase II - Profile Development and Initial Prototype Development			
3 2 2 1	Use the algorithms and database developed in Phase I to determine the most suitable parameters for intruder profiling			X
3 2 2 2	Develop an initial profile model for intruder classification and identification			X
3 2 2 3	Exploit the model for introducing further refinements to the initial suite of algorithms			X
3 2 2 4	Further expand the collected database of captured attacks.			X
3 2 2 5	DoD and MOD technical experts collaborate in development of the first prototype classification and identification systems	X		X
3 2 2 6	Conduct initial assessments of a prototype profile modeling system	X		X
3 2 2 7	Make recommendations to the SC concerning continuation of the Project into Phase III	X		X
3 2 2 8	Prepare interim report	X		X
3 2 3	Phase III - Prototype Evaluation			
3 2 3 1	Develop the final intruder classification and identification system			X
3 2 3 2	Using software engineering best practices, transition the prototype to final software products			X
3 2 3 3	Develop a graphical user interface for system administration and operation			X
3 2 3 4	Complete system documentation including technical documents, users' guides, and manuals			X
3 2 3 5	Jointly perform final assessments and refinements of software products	X		X
3 2 3 6	Prepare final report	X		X
3 3	The Parties shall host technical representatives of the other Party in their laboratories as appropriate to accomplish Project objectives and to increase the collaboration between the Parties			
3 4	Under this Agreement all Project Foreground Information is considered jointly generated			
3 5	At the conclusion of each phase, the SC shall decide on continuation to the next phase of the Project			

ARTICLE IV

MANAGEMENT

4 1 This Project shall be directed and administered on behalf of the Parties by an organization consisting of a SC and Project Officers (POs) appointed by the Parties. The SC shall have overall authority over the POs, in accordance with this Agreement. The POs shall have primary responsibility for effective implementation, efficient management, and direction of the Project in accordance with this Agreement. The Parties shall maintain and fund their own organizations for managing this Project.

4 2 The Office of the Director, Defense Research and Engineering (or its equivalent in case of reorganization) shall serve as the DoD SC representative, and the Instituto de Investigaciones Científicas y Técnicas para la Defensa (CITEFA) (or its equivalent in case of reorganization) shall serve as the MOD SC representative. The SC shall meet annually, with additional meetings held as needed. The Party hosting the meeting shall chair the meeting. The Parties shall alternate hosting the SC meetings unless otherwise mutually determined. The Party hosting the meeting shall provide administrative support for the meeting at its own expense. Decisions of the SC shall be made unanimously. In the event that the SC is unable to reach a timely decision on an issue, each SC representative shall refer the issue to its higher authority for resolution. Ongoing Project activities shall continue without interruption under the direction of the POs pending resolution of the issue.

4 3 The SC's responsibilities include, but are not limited to

- 4 3 1 Exercising executive-level oversight of the Project
- 4 3 2 Reviewing the technical progress of the Project
- 4 3 3 Approving the Financial Management Procedures Document (FMPD) developed by the POs
- 4 3 4 Maintaining oversight of the security aspects of the Project, as specified in paragraph 10 2 of Article X (Controlled Unclassified Information) of this Agreement
- 4 3 5 Reviewing the financial status of the Project to ensure compliance with the provisions of Article V (Financial Provisions) of this Agreement
- 4 3 6 Approving recommendations for jointly acquired Project Equipment and its acquisition submitted by the POs
- 4 3 7 Resolving issues brought forth by the POs
- 4 3 8 Reviewing and forwarding to the Parties for approval recommended amendments to this Agreement in accordance with Article XVIII (Amendment, Termination, Entry into Force, and Duration) of this Agreement

- 4.3.9 Monitoring Third Party sales and transfers authorized in accordance with Article XIII (Third Party Sales and Transfers) of this Agreement
- 4.3.10 Employing its best efforts to resolve, in consultation with the export control authorities of the Parties concerned, any export control issues raised by the Project Officers (POs) in accordance with subparagraph 4.5.11 of this Article or raised by a Party's SC representative in accordance with this subparagraph
- 4.3.11. If a Party finds it necessary to exercise a restriction on the retransfer of export-controlled Information and Project Equipment as set out in subparagraph 9.1.2 of Article IX (Disclosure and Use of Project Information) of this Agreement, it shall promptly inform the other Party. If a restriction is then exercised and an affected Party objects, that Party's SC representative shall promptly notify the other Party's SC representatives and they shall immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects
- 4.3.12. Reviewing reports submitted by the POs
- 4.3.13 Determining continuation of the Project
- 4.3.14 Approving plans to manage and control the transfer of Project Equipment provided by either Party to support the execution of the Project in accordance with Article VIII (Project Equipment) of this Agreement
- 4.3.15. Approving plans for the disposal of jointly acquired Project Equipment under this Agreement in accordance with Article VIII (Project Equipment) of this Agreement

4.4 Project offices shall be established at the U.S. Army Research Laboratory (ARL) in Adelphi, Maryland, and at the Instituto de Investigaciones Científicas y Técnicas para la Defensa (CITEFA) in Buenos Aires, Argentina, to manage the Project. The ARL Computational and Information Sciences Directorate shall be the U.S. PO, and the Information Security Research Laboratory, Information Security Department shall be the Argentine PO, both of which shall be responsible for implementing this Agreement and for carrying out the Project.

4.5 The POs are completely and wholly responsible for management of those tasks listed as national responsibilities in Article III (Scope of Work) of this Agreement. For matters under their cognizance, the POs shall be responsible for

- 4.5.1 Managing the cost, schedule, performance requirements, technical, security, and financial aspects of the Project
- 4.5.2 Developing and submitting any required changes to the Project to the SC for approval, including recommendations for continuation of the Project into Phases II and III
- 4.5.3 Developing the Project FMPD for SC approval

- 4 5 4. Executing the financial aspects of the Project in accordance with Article V (Financial Provisions) of this Agreement and the FMPD.
 - 4 5 5. Developing a list of jointly acquired Project Equipment for SC approval
 - 4 5 6. Developing and submitting for SC approval Contracting recommendations in consultation with the responsible Contracting Officer, and any necessary updates thereto that shall be used by the Contracting Agency, as appropriate, to develop Contracting strategies, requests for proposals, Contracts, and Contract modifications.
 - 4 5 7. Developing and implementing SC-approved plans to manage and control the transfer of Project Equipment provided by either Party in accordance with Article VIII (Project Equipment)
 - 4 5 8. Referring issues to the SC that cannot be resolved by the POs
 - 4 5 9. Developing and recommending amendments to this Agreement and its Annexes to the SC
 - 4 5 10. Providing a report to the SC at the end of each Project phase
 - 4 5 11. Monitoring export control arrangements required to implement this Agreement and, if applicable, referring immediately to the SC any export control issues that could adversely affect the implementation of this Agreement
 - 4 5 12. Appointing a Project security officer
- 4 6 The POs shall jointly conduct a pre-publication review of any professional or academic papers resulting from this Project

ARTICLE V

FINANCIAL PROVISIONS

5.1 Each Party shall contribute its equitable share of the full Project costs, including overhead costs, administrative costs, and costs of claims, and shall receive an equitable share of the results of the Project, based upon a mutual assessment of the value of contributions and benefits

5.2 Each Party shall fund the full extent of its participation in this Project. The Parties estimate that the performance of the obligations under this Agreement shall not cost more than 110.8M U.S. dollars (USD). The USD shall be the reference currency for the Project, and the Project fiscal year shall be the U.S. fiscal year (October – September)

5.3 The full Project costs, as identified in this Article, shall be shared according to the following amounts:

5.3.1 The DoD total costs shall not exceed \$780K.

5.3.2 The MOD total costs shall not exceed \$328K

5.4 The Parties shall use their best efforts to perform, or to have performed, the work specified in Article III (Scope of Work) of this Agreement and to fulfill all the obligations under this Agreement

5.5 Each Party shall bear the full Project costs it incurs for performing, managing, and administering its activities under this Agreement, and all such costs shall be included as part of each Party's contributions to the Project. These costs include contributions (e.g., salaries, travel, and per diem costs for each Party's Project personnel), as well as any Contract costs

5.6 Cooperative efforts of the Parties over and above the jointly agreed work set forth in Article III (Scope of Work) of this Agreement shall be subject to future agreement by the Parties

5.7 The following costs shall be borne entirely by the Party incurring the costs or on whose behalf the costs are incurred

5.7.1. Costs associated with any unique national requirements identified by a Party

5.7.2 Any other costs outside the scope of this Agreement

5.8 The POs shall be responsible for establishing the detailed financial management procedures under which the Project shall operate. These procedures, which must be in accordance with the national accounting and audit requirements of the Parties, shall be detailed in a Financial Management Procedures Document (FMPD) prepared by the POs and subject to the approval of the SC. Each Party shall fund the Project in accordance with the estimated schedule of financial contributions contained in the FMPD, which shall be consistent with paragraph 5.9

5.9 The Parties recognize that it may become necessary for one Party to incur contractual or other obligations for the benefit of the other Party or both of the Parties prior to receipt of the other Parties' funds. The Party managing the Contract, from initial Contract award throughout the period of performance of the Contract, shall incur such obligations consistent with the FMPD in accordance with Article IV (Management) of this Agreement, unless exceptional circumstances arise outside the control of the Party managing the Contract. In the unlikely event such circumstances arise, the Party managing the Contract shall use its best efforts to consult with the other Party prior to incurring obligations beyond those envisioned in the approved FMPD. In the event that one Party incurs such contractual or other obligations, the other Party shall pay its equitable share of the Contract or other obligation, and shall make such funds available in such amounts and at such times as may be required by the Contract or other obligation and shall pay its equitable share of any damages and costs that may accrue from the performance of or cancellation of the Contract or other obligation in advance of the time such payments, damages, or costs are due.

5.10 A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations under this Agreement. If a Party notifies the other Party that it is terminating or reducing its funding for this Project, both Parties shall immediately consult with a view toward continuation on a modified basis.

5.11 From the financial resources provided to the Project, the Parties shall jointly acquire the necessary Project Equipment, services, and supplies to perform the work under this Agreement, according to subparagraph 4.5.1 of Article IV (Management) of this Agreement. At the commencement of the Project, the SC shall define the criteria for the final disposition of the property. Disposition of property may include transfer of the interest of one Party in such property to the other Party or the sale of such property to a Third Party in accordance with Article XIII (Third Party Sales and Transfers) of this Agreement.

ARTICLE VI

CONTRACTING PROVISIONS

6.1. If either Party determines that Contracting is necessary to fulfill that Party's obligations under Article III (Scope of Work) of this Agreement, that Party shall contract in accordance with its respective national laws, regulations, and procedures. Sources from both Parties' industries shall be allowed to compete on an equal basis for such Contracts.

6.2. When one Party individually Contracts to perform a task under this Agreement, it shall be solely responsible for its own Contracting and the other Party shall not be subject to any liability arising from such Contracts.

6.3. For all Contracting activities performed by either Party, for the benefit of the other Party, or both Parties, the POs shall be responsible for coordinating with the responsible Contracting Officer in the applicable Contracting Agency in accordance with Article IV (Management) of this Agreement, and shall cooperate, as requested, with the Contracting Officer in the areas of Contract procedures, Contract negotiation, evaluation of offers, Contract award, and Contract modifications. The POs shall review statements of work prior to the development of solicitations to ensure that they are in accordance with this Agreement. The Contracting Officer shall keep the POs advised of all significant developments associated with award and performance of Project Contracts, and shall keep the POs advised of all financial arrangements with the prime Contractor.

6.4. Each Party shall use its best efforts to incorporate in any Contract in support of this Project the applicable provisions of Articles of this Agreement referenced in this paragraph. Each Party's Contracting Agency shall obtain the rights to use and disclose Project Information required by Article IX (Disclosure and Use of Project Information). Each Party's Contracting Agency shall insert into its prospective Contracts (and require its Contractors to insert in subcontracts) suitable provisions to satisfy the requirements of this Agreement, including Article IX (Disclosure and Use of Project Information), Article X (Controlled Unclassified Information), Article XII (Security), Article XIII (Third Party Sales and Transfers), and Article XVIII (Amendment, Termination, Entry into Force, and Duration), including suitable provisions to ensure compliance with the Party's respective export control laws and regulations. During the Contracting process, each Party's Contracting Officer will advise prospective Contractors of their responsibility to notify the Contracting Agency immediately, before Contract award, if they are subject to any license or agreement that will restrict that Party's freedom to disclose information or permit its use. The Contracting Officer will also advise prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.

6.5. Each Party shall legally bind its Contractors to a requirement that the Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than the purposes authorized under this Agreement. The Contractor shall also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this Agreement. Export-controlled Information furnished by one Party under this Agreement may only

be retransferred by the other Party to its Contractors if the legal arrangements required by this paragraph have been established

6.6 Each Party shall legally bind its Prospective Contractors to a requirement that the Prospective Contractor shall not retransfer or otherwise use export-controlled Information furnished by the other Party for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this Agreement. Prospective Contractors shall not be authorized any other end use if they are not awarded a Contract. The Prospective Contractors shall also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Party under this Agreement may only be retransferred by the other Party to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Party, the receiving Party shall identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

6.7 In the event a Party's Contracting Agency is unable to secure adequate rights to use and disclose Project Information as required by Article IX (Disclosure and Use of Project Information), or is notified by Contractors or potential Contractors of any restrictions on the disclosure and use of information, that Party's PO will notify the other Party's PO of the restriction(s).

6.8 Each Party's PO shall promptly advise the other Party's PO of any cost growth, schedule delay, or performance problems of any Contractor for which its Contracting Agency is responsible.

ARTICLE VII

WORK SHARING

7.1 No requirement shall be imposed by either Party for work sharing or other industrial or commercial compensation in connection with this Agreement that is not in accordance with this Agreement

ARTICLE VIII

PROJECT EQUIPMENT

8.1 Each Party may provide to the other Party Project Equipment identified as being necessary for executing the Agreement. Project Equipment shall remain the property of the providing Party. A list of all Project Equipment provided by one Party to another shall be developed and maintained by the POs and approved by the SC, and shall be incorporated into this Agreement as a separate annex in accordance with Article IV (Management) of this Agreement prior to such transfers.

8.2 The receiving Party shall maintain any such Project Equipment in good order, repair, and operable condition. Unless the providing Party has authorized the Project Equipment to be expended or otherwise consumed without reimbursement to the providing Party, the receiving Party shall return the Project Equipment to the providing Party in as good condition as received, normal wear and tear excepted, or return the Project Equipment and pay the cost to restore it. If the Project Equipment is damaged beyond economical repair, the receiving Party shall return the Project Equipment to the providing Party (unless otherwise specified in writing by the providing Party) and pay its replacement value as computed pursuant to the providing Party's national laws and regulations. If the Project Equipment is lost while in the custody of the receiving Party, the receiving Party shall issue a certificate of loss to the providing Party and pay the replacement value as computed pursuant to the providing Party's national laws and regulations.

8.3 The providing Party shall deliver Project Equipment to the receiving Party at a mutually agreed location. Possession of the Project Equipment shall pass from the providing Party to the receiving Party at the time of receipt of the Project Equipment. Any further transportation is the responsibility of the receiving Party.

8.4. All Project Equipment that is transferred shall be used by the receiving Party only for the purposes of carrying out this Agreement, unless otherwise consented to in writing by the providing Party. In addition, in accordance with Article XIII (Third Party Sales and Transfers) of this Agreement, Project Equipment shall not be re-transferred to a Third Party without the prior written consent of the providing Party.

8.5. Project Equipment transferred to one Party under this Agreement shall be returned to the providing Party prior to the termination or expiration of this Agreement.

8.6. Any Project Equipment that is jointly acquired on behalf of both Parties for use under this Agreement shall be disposed of during this Project or when the Project ceases, as agreed by the SC.

8.7 Disposal of jointly acquired Project Equipment may include a transfer of the interest of one Party in such Project Equipment to the other Party, or the sale of such Project Equipment to a Third Party in accordance with Article XIII (Third Party Sales and Transfers) of this Agreement. The Parties shall share the consideration from jointly acquired Project Equipment transferred or sold to a Third Party in the same ratio as costs are shared under this Agreement.

ARTICLE IX

DISCLOSURE AND USE OF PROJECT INFORMATION

9.1 General

- 9.1.1 Both Parties recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this Project. The Parties intend to acquire sufficient Project Information and rights to use such Information to enable the development of the Information Assurance software. The nature and amount of Project Information to be acquired shall be consistent with the objectives stated in Article II (Objectives), Article III (Scope of Work), and Article VI (Contracting Provisions) of this Agreement.
- 9.1.2 Transfer of Project Information shall be consistent with the furnishing Party's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Party at the time of transfer to the other Party, all export-controlled Information furnished by one Party to the other Party may be retransferred to the other Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.5 and 6.6. of Article VI (Contracting Provisions) of this Agreement. Export-controlled Information may be furnished by U.S. Contractors and their subcontractors or U.S. Prospective Contractors and their prospective subcontractors to the other Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors pursuant to this Agreement subject to the conditions established in licenses or other approvals issued by the U.S. Government under the requirements of the Arms Export Control Act and the International Traffic in Arms Regulations, and the Export Administration Act and the Export Administration Regulations, and any amendments thereto. Export-controlled Information may be furnished by Argentine Contractors and their subcontractors or Argentine Prospective Contractors and their prospective subcontractors to the other Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors pursuant to this Agreement subject to the conditions established in licenses or other approvals issued by the Government of Argentina under the requirements of the Export Control Act and its relevant Argentine regulations. The furnishing of all export-controlled Information by the Contractors and subcontractors of one Party's nation to those of the other pursuant to this Agreement shall be subject to the conditions established in export licenses or other approvals issued by the Government of the exporting Contractor or subcontractor in accordance with that exporting nation's applicable export control laws and regulations.

9.2 Government Project Foreground Information

- 9.2.1 Disclosure. Project Foreground Information generated by a Party's military or civilian employees shall be disclosed without charge to both Parties.

- 9.2.2 Use. Each Party may use all Government Project Foreground Information without charge for Defense Purposes. The Party generating Government Project Foreground Information shall also retain its rights of use thereto. Any sale or other transfer to a Third Party shall be subject to the provisions of Article XIII (Third Party Sales and Transfers) of this Agreement.

9.3 Government Project Background Information

- 9.3.1 Disclosure. Each Party, upon request, shall disclose to the other Party any relevant Government Project Background Information generated by its military or civilian employees, provided that:
- 9.3.1.1 such Government Project Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining whether it is "necessary to" or "useful in" the Project,
 - 9.3.1.2 such Government Project Background Information, where subject to proprietary rights, may only be made available if it does not incur liability to rights holders,
 - 9.3.1.3 disclosure of such Government Project Background Information is consistent with the national disclosure policies and regulations of the furnishing Party, and
 - 9.3.1.4 any disclosure or transfer of such Government Project Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations.
- 9.3.2 Use. Government Project Background Information disclosed by one Party to the other may be used without charge by the other Party for Project purposes only, however, the furnishing Party shall retain all its rights with respect to such Government Project Background Information.

9.4 Contractor Project Foreground Information

- 9.4.1 Disclosure. Project Foreground Information generated and delivered by Contractors shall be disclosed without charge to both Parties.
- 9.4.2 Use. Each Party may use without charge for its Defense Purposes all Contractor Project Foreground Information generated and delivered by Contractors of the other Party. The Party whose Contractors generate and deliver Contractor Project Foreground Information shall also retain rights of use thereto in accordance with the applicable Contract(s). Any sale or other transfer to a Third Party of Contractor Project Foreground Information shall be subject to the provisions of Article XIII (Third Party Sales and Transfers) of this Agreement.

9.5 Contractor Project Background Information

- 9 5 1 Disclosure Any Contractor Project Background Information (including Information subject to proprietary rights) generated and delivered by Contractors shall be made available to the other Party provided the following conditions are met
- 9 5 1 1 such Contractor Project Background Information is necessary to or useful in the Project, with the Party in possession of the Information determining whether it is "necessary to" or "useful in" the Project,
 - 9 5 1 2 such Contractor Project Background Information may only be made available if it does not incur liability of property rights holders,
 - 9 5 1 3 disclosure of such Contractor Project Background Information is consistent with national disclosure policies and regulations of the furnishing Party, and
 - 9 5 1 4 any disclosure or transfer of such Contractor Project Background Information to Contractors is consistent with the furnishing Party's export control laws and regulations
- 9 5 2 Use Contractor Project Background Information furnished by one Party's Contractors and disclosed to the other Party may be used without charge by the other Party for Project purposes only, and may be subject to further restrictions by holders of proprietary rights, however, the furnishing Party shall retain all its rights with respect to such Project Background Information

9 6 Alternative Uses of Project Information

- 9 6 1 Any Project Background Information provided by one Party shall be used by the other Party only for the purposes set forth in this Agreement, unless otherwise consented to in writing by the providing Party

9 7 Proprietary Project Information

- 9 7 1. All Project Information subject to proprietary interests shall be identified and marked, and shall be handled as Controlled Unclassified Information

9 8 Patents

- 9 8 1 Consistent with the terms of this subparagraph, each Party shall be allowed to apply for a Patent for any Project Invention When a Party owns rights in a Project Invention, or has the right to receive rights to a Project Invention, that Party shall consult with the other Party regarding the filing of a Patent application for such Project Invention The Party that has or receives rights in such Project Invention shall, in other countries, file, cause to be filed, or provide the other Party with the opportunity to file on behalf of the Party holding title, or its Contractors, as appropriate, Patent applications covering that Project Invention If a Party having filed or caused to be filed a Patent application decides to stop

prosecution of the application, that Party shall notify the other Party of that decision and permit the other Party to continue the prosecution

- 9 8 2 The other Party shall be furnished with copies of Patent applications filed and Patents granted with regard to Project Inventions
- 9 8 3 The other Party shall acquire a non-exclusive, irrevocable, royalty-free license to practice or have practiced, by or on behalf of the Party, throughout the world for Defense Purposes, any such Project Invention
- 9 8 4. Each Party shall notify the other Party of any Patent infringement claims made in its territory arising in the course of work performed under the Project. Insofar as possible, the other Party shall provide information available to it that may assist in defending the claim Each Party shall be responsible for handling all Patent infringement claims made in its territory, and shall consult with the other Party during the handling, and prior to any settlement, of such claims The Parties shall share the costs of resolving Patent infringement claims in the same percentage as they share the full costs of the Project or agree to alternative language The Parties shall, in accordance with their national laws and practices, give their authorization and consent for all use and manufacture in the course of work performed under the Project of any invention covered by a patent issued by their respective countries
- 9 8 5 The Party that is the title holder will grant the other Party equal participation in all rights derived from the ownership of the patent

ARTICLE X

CONTROLLED UNCLASSIFIED INFORMATION

10 1 Except as otherwise provided in this Agreement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to this Agreement shall be controlled as follows:

- 10 1 1 Such Information shall be used only for the purposes authorized for use of Project Information as specified in Article IX (Disclosure and Use of Project Information) of this Agreement
- 10 1 2 Access to such Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 10 1 1 of this Article, and shall be subject to the provisions of Article XIII (Third Party Sales and Transfers) of this Agreement
- 10 1 3 Each Party shall take all lawful steps, which may include national classification, available to it to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10 1 2. of this Article, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party

10 2 To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties' export-controlled Information shall be marked in accordance with the applicable Parties' export control markings. The SC shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information. The appropriate markings shall be defined in the appropriate Project documentation.

10 3 Controlled Unclassified Information provided or generated pursuant to this Agreement shall be handled in a manner that ensures control as provided for in paragraph 10 1 of this Article.

10 4 Prior to authorizing the release of Controlled Unclassified Information to contractors, the Parties shall ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Article.

ARTICLE XI
VISITS TO ESTABLISHMENTS

11 1 Each Party shall permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Party or by employees of the other Party's Contractors, provided that the visit is authorized by both Parties and the employees have all necessary and appropriate security clearances and a need-to-know

11 2 All visiting personnel shall be required to comply with security regulations of the Hosting Party. Any Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement

11 3 Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels, and shall conform with the established visit procedures of the host Party. Requests for visits shall bear the name of the Project

11 4 Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with recurring international visit procedures

ARTICLE XII

SECURITY

12.1 It is the intent of the Parties that the Project carried out under this Agreement shall be conducted at the unclassified level and that no Classified Information shall be provided or generated under this Agreement

12.2 The existence of the Agreement is Unclassified, and the contents are Unclassified

ARTICLE XIII

THIRD PARTY SALES AND TRANSFERS

13 1 Except to the extent permitted in paragraph 13 2 of this Article, the Parties shall not sell, transfer title to, disclose, or transfer possession of Project Foreground Information (or any item produced either wholly or in part from Project Foreground Information) or jointly acquired or produced Project Equipment, to any Third Party without the prior written consent of the Government of the other Party. Furthermore, neither Party shall permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Government of the other Party. Such consent shall not be given unless the Government of the intended recipient agrees in writing with the Parties that it shall

13 1 1 not retransfer, or permit the further retransfer of, any Project Equipment or Information provided; and

13 1.2 use, or permit the use of, the Project Equipment or Information provided only for the purposes specified by the Parties

13 2 Each Party shall retain the right to sell, transfer title to, disclose, or transfer possession of Project Foreground Information

13 2 1 that is generated solely by either that Party or that Party's Contractors in the performance of that Party's work allocation under Article III (Scope of Work) of this Agreement, and

13 2 2 that does not include any Project Foreground Information or Project Background Information of the other Party, and whose generation, test, or evaluation has not relied on the use of Project Equipment of the other Party

13 3 In the event questions arise as to whether the Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) that a Party intends to sell, transfer title to, disclose, or transfer possession of to a Third Party is within the scope of paragraph 13 2 of this Article, the matter shall be brought to the immediate attention of the other Party's PO. The Parties shall resolve the matter prior to any sale or other transfer of such Project Foreground Information (or any item produced either wholly or in part from the Project Foreground Information) to a Third Party.

13 4 A Party shall not sell, transfer title to, disclose, transfer possession of, grant, donate, or transfer usage rights of jointly acquired Project Equipment or Project Background Information provided by the other Party to any Third Party without the prior written consent of the Government of the Party that provided such Project Equipment or Information. The providing Party's Government shall be solely responsible for authorizing such transfers and, as applicable, specifying the method and conditions for implementing such transfers.

13 5 Consent for Third Party sales and transfers of Project Foreground Information, jointly acquired or produced Project Equipment, or any item produced either wholly or in part from Project Foreground

Information shall be subject to foreign policy, national security considerations, and national laws, regulations and policies. A Party's Government approval of the other Party's Government's proposed sale or transfer to a Third Party shall take into account its willingness to sell or transfer such Project Equipment or Information to the same Third Party.

ARTICLE XIV

LIABILITY AND CLAIMS

14 1 For liability arising out of, or in connection with, activities undertaken in the performance of official duty in the execution and for the benefit of the Project, the following provisions shall apply

14 2 Claims against any Party or its personnel shall be dealt with in accordance with the terms of other relevant bilateral treaties and agreements

14 3 When other bilateral treaties and agreements do not apply, the following provisions shall apply

14 3 1 With the exception of claims for loss of or damage to Project Equipment under Article VIII (Project Equipment) of this Agreement, each Party waives all claims against the other Party for injury to or death of its military or civilian personnel and for damage to or loss of its property (including jointly acquired property) caused by such personnel (which do not include Project Contractors) of that other Party Employees and agents of Contractors are not civilian personnel employed by a Party for the purposes of this paragraph

14 3 2 Claims, other than contractual claims, not covered by paragraphs 14 1 and 14 2 of this Article (such as those relating to unauthorized use of Intellectual Property) shall be dealt with by each Party in accordance with its national laws and applicable international agreements between the Parties

14 4 In the case of damage caused to Project Equipment jointly acquired by the Parties, where the cost of making good such damage is not recoverable from other persons, such cost shall be borne by the Parties equally

14 5 Claims arising under any Contract awarded pursuant to Article VI (Contracting Provisions) of this Agreement shall be resolved in accordance with the provisions of the Contract The Parties shall not indemnify Contractors against liability claims by any other persons However, in exceptional circumstances (e g , involving certain nuclear activity or other unduly hazardous activity where the cost of insurance is excessively high), the Parties may consider whether to indemnify Contractors against liability claims by any other persons

ARTICLE XV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

15.1 Customs duties, import and export taxes, and similar charges shall be administered in accordance with each Party's respective national laws and regulations. Insofar as existing national laws and regulations permit, the Parties shall endeavor to ensure that such readily identifiable duties, taxes and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out under this Project.

15.2 Each Party shall use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work. If any such duties, taxes, or similar charges are levied, the Party in whose country they are levied shall bear such costs.

ARTICLE XVI

SETTLEMENT OF DISPUTES

16.1 Disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national court, an international tribunal, or to any other person or entity for settlement

ARTICLE XVII

LANGUAGE

17.1 The working language for the Project shall be the English language

ARTICLE XVIII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

18.1 All activities of the Parties under this Agreement shall be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations. The obligations of the Parties shall be subject to the availability of funds for such purposes.

18.2. In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

18.3 Except as otherwise provided, this Agreement may be amended by the mutual written agreement of the Parties. Annex A to this Agreement may be amended by the written approval of the SC.

18.4. This Agreement may be terminated at any time upon the written agreement of the Parties. In the event both Parties agree to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

18.5 Either Party may terminate this Agreement upon 90 days written notification to the other Party of its intent to terminate. Such notice shall be the subject of immediate consultation by the SC to decide upon the appropriate course of action to conclude the activities under this Agreement. In the event of such termination, the following rules apply:

18.5.1 The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

18.5.2 Except as to Contracts awarded on behalf of both Parties, each Party shall be responsible for its own Project-related costs associated with termination of the Project. For Contracts awarded on behalf of both Parties, the terminating Party shall pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to terminate, in no event, however, shall a terminating Party's total financial contribution, including Contract termination costs, exceed that Party's total project cost as established in Article V (Financial Provisions) of this Agreement.

18.5.3 All Project Information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

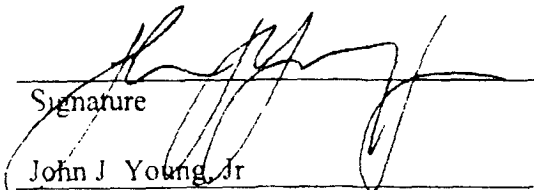
18.6 The respective rights and obligations of the Parties regarding Article IX (Disclosure and Use of Project Information), Article X (Controlled Unclassified Information), Article XII (Security), Article XIII (Third Party Sales and Transfers), Article XIV (Liability and Claims), and this Article XVIII (Amendment, Termination, Entry into Force, and Duration) of this Agreement shall continue to apply notwithstanding termination or expiration of this Agreement.

187 This Agreement, which consists of eighteen (18) Articles and one Annex, shall enter into force upon signature by both Parties and shall remain in force for three (3) years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their Governments, have signed this Agreement.

DONE, in duplicate, in the English and Spanish languages, each being equally authentic.

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA



Signature

John J. Young, Jr.

Name

Acting Under Secretary of Defense
(Acquisition, Technology & Logistics)

Title

17 SEPT 2007

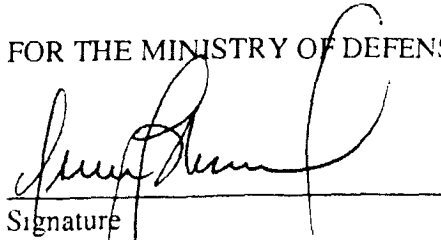
Date

Washington, DC

Location

134

FOR THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ARGENTINA

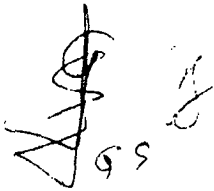

Signature

OSCAR Julio CUSTODIO
Name

SECRETARIO DE PLANEAMIENTO
Title

18 / SET / 2001
Date

BUENOS AIRES
Location


95

ANNEX A

INVENTORY OF PROJECT EQUIPMENT TRANSFERS

- 1 1 The following Project Equipment will be transferred by the providing Party to the receiving Party

Nomenclature	Part No / Model No	Replacement Value	Receiving Party	Date Transferred

(Fill in as appropriate.)

- 1 2 *(Choose one of the following alternatives.)*

Alternative A – Use when return of Project Equipment is planned.

None of the Project Equipment identified in paragraph 1 1 of this Annex is intended to be consumed or expended during the course of the Information Assurance activity

Alternative B – Use when return of Project Equipment is not planned due to its consumption during the activity.

The Project Equipment (*specify as appropriate.*) described in paragraph 1 1 of this Annex is intended to be consumed or expended during the course of the Information Assurance activity